ATTORNEYS — RELATION BETWEEN ATTORNEY AND CLIENT — LIABILITY FOR FAILURE TO BRING SUIT WITHIN PERIOD OF LIMITATIONS. — The plaintiff engaged the defendants, a firm of solicitors, to bring an action upon a claim. The obligor offered to settle, and the defendants transmitted the offer to the plaintiff. The latter delayed so long in answering that the defendants thought the offer was accepted. As a result, when suit was finally brought, the period of the Statute of Limitations (six months) had expired, and although the plaintiff contended that the obligor was estopped from setting up the statute, the judgment was against him. He then instituted this action for negligence in the performance of professional duties. The trial court found for the defendants. *Held*, that judgment be entered for the plaintiff. *Fletcher* v. *Jubb, Booth, & Hollwell*, 54 L. J. 411.

An attorney can be held to no higher standard than that of due care in the performance of legal work intrusted to him. *Godefroy* v. *Dalton*, 6 Bing. 460; *Malone* v. *Gerth*, 100 Wis. 166, 75 N. W. 972. But if he falls below that standard he is liable to the client for all damages proximately resulting therefrom to the latter. *Hart* v. *Frame*, 6 C. & F. 193; *Forrow* v. *Arnold*, 22 R. I. 305, 47 Atl. 693. Delay in the institution of proceedings, resulting in the barring of the action by the Statute of Limitations, has been held to be actionable negligence. *Hunter* v. *Caldwell*, 12 Jur. 285; *Oldham* v. *Sparks*, 28 Tex. 425. However, what constitutes negligence is a question to be decided, within the bounds of reason, by the trier of the facts. *Hunter* v. *Caldwell*, *supra; Pennington* v. *Yell*, 11 Ark. 212. Accordingly, it would seem that, in view of the complexity of the circumstances, the decision of the trial court should have been permitted to stand. Furthermore, in the trial against the obligor, the issue as to the Statute of Limitations involved a point of some nicety; and an attorney is not liable for an erroneous judgment on a reasonably doubtful legal question. *Kemp* v. *Burt*, 1 N. & M. 262; *Citizens' Loan Ass'n.* v. *Friedley*, 123 Ind. 143, 23 N. E. 1075.

CARRIERS — DUTY TO TRANSPORT AND DELIVER — APPROPRIATION BY CARRIER OF COMMERCIAL SHIPMENT OF COAL TO ITS OWN CONTRACT WITH THE CONSIGNOR. — A coal company, as consignor, in pursuance to its contract with the plaintiff, put coal on the defendant railroad's cars tagged to the plaintiff as consignee. The defendant had previously notified the coal company of its intention to refuse to accept the coal for shipment and to appropriate the coal to its own use under a previous contract between it and the company on which the latter was delinquent. The defendant carried out this intention and the plaintiff brought this action for the conversion of the coal. *Held*, that the defendant is not liable. *Springfield Light, Heat & Power Co.* v. *Norfolk & W. Ry. Co.* 260 Fed. 254 (Dist. Ct. S. D. Ohio).

The usual rule is that delivery by the shipper to the carrier vests title in the consignee. *Cox* v. *Andersen*, 194 Mass. 136, 80 N. E. 236; *Glauber Mfg. Co.* v. *Voter*, 70 N. H. 332, 47 Atl. 612. But this rule presupposes that the delivery is complete and with the consent of the carrier. *Sears, Roebuck & Co.* v. *Martin*, 145 Ala. 663, 39 So. 722; *Ward* v. *Taylor*, 56 Ill. 494. The principal case, then, might possibly be supported on the ground that the plaintiff was not the owner of the coal at the time of the alleged conversion and, therefore, not the proper party to sue; although an earlier case seems to indicate the contrary. See *Luhrig Coal Co.* v. *Jones & Adams Co.*, 141 Fed. 617, 624. The court, however, went further, and asserted a right of self-help by the carriers in cases of necessity to secure the performance of contractual obligations. It has been held that there is no right in a bailee in possession of another's property to appropriate it to an executory contract with the latter. *Atlantic Building Supply Co.* v. *Vulcanite Portland Cement Co.*, 203 N. Y. 133, 96 N. E. 370; *Newcomb-Buchanan Co.* v. *Baskett*, 4 Ky. L. Rep. 828. And a public service

company cannot refuse service solely because of past debts due it from the consumer. *Danaher* v. *Southwestern Telegraph Co.*, 94 Ark. 533, 127 S.W. 963; *Crumley* v. *Watauga Water Co.*, 99 Tenn. 420, 41 S. W. 1058; *State ex rel. Atwater* v. *Delaware L. & W. R. Co.*, 48 N. J. L. 55, 2 Atl. 803. If a carrier enjoys any rights of priority, it is only to the use of its own facilities for its own indispensable needs as a carrier. *Louisville & Nashville R. Co.* v. *Queen City Coal Co.*, 13 Ky. L. Rep. 832. See *Royal Coal & Coke Co.* v. *Southern Ry. Co.*, 13 Interst. Com. Comm. R. 440. In the instant case the carrier had no contract right to the specific coal and therefore could not get specific performance as to *this* coal even in equity. The virtual recognition by the court of a right of *angary* in public utilities, it is submitted, is without precedent and should not be followed. Its implications involve all the dangers of self-help. Even the power of eminent domain is no defense to a taking of property by self-help, which is certainly not due process. *City of Clinton* v. *Franklin*, 119 Ky. 143, 83 S. W. 140.

CARRIERS — DUTY TO TRANSPORT AND DELIVER — REFUSAL TO DELIVER WITHOUT PRODUCTION OF A LOST ORDER BILL OF LADING. — An interstate shipment of perishable goods was routed over connecting carriers, the initial carrier giving a through bill of lading to the shipper's order, notify a third party. The bill of lading was lost or delayed, and upon the arrival of the goods, the shipper's agent requested delivery. The terminal carrier refused to deliver without production of the bill of lading or a bond of indemnity. The initial carrier did not require a bond, and wired the terminal carrier to deliver. Several days elapsed after the receipt of this telegram before the terminal carrier made delivery, and in this period the goods were injured by frost. Suit was brought by the shipper against the initial carrier. The Carmack Amendment to the Interstate Commerce Act subjects the initial carrier to liability for "loss, damage or injury" caused goods by the default of a connecting carrier (34 U. S. STAT. AT L. 595, c. 3591, § 7). *Held*, that the shipper may recover. *McCotter* v. *Norfolk So. R. Co.*, 100 S. E. 326 (N. C.).

. A carrier in delivering goods without requiring the production of an order bill of lading, does so at its peril, and in case of misdelivery is liable for a conversion to the person entitled to receive the goods. *Forbes* v. *Boston & Albany R. Co.*, 133 Mass. 154; *Ratzer* v. *Burlington, etc. R. Co.*, 64 Minn. 245, 66 N. W. 988. The same is true though the bill of lading contains a direction to notify a third person. *No. Pa. R. Co.* v. *Commercial Bank*, 123 U. S. 727; *Atlanta Nat. Bank* v. *So. R. Co.*, 106 Fed. 623; *Union Stock Yards Co.* v. *Westcott*, 47 Neb. 300, 66 N. W. 419. Accordingly, the carrier may, for its own protection, make the production of the bill of lading a condition to delivery. *Kaufman* v. *Seaboard Air Line R.*, 10 Ga. App. 248, 73 S. E. 592. That the consignor, to whose order the bill was taken, requests a delivery, should not alter the situation. See *Schlichting* v. *Chicago, etc. R. Co.*, 121 Ia. 502, 96 N. W. 959. If the goods are perishable, and the bill of lading has been lost or delayed, the law should not allow an *impasse*. It would seem proper to require that the carrier deliver in such case without receiving the bill of lading, if he is properly indemnified against possible loss by the party requesting delivery. In the principal case recovery was allowed as for a default of the terminal carrier. But as it does not appear that it was offered indemnity, or that it assented to deliver without such protection before the delivery was actually made, it seems questionable whether a breach of duty on the part of the terminal carrier has been made out. It is possible, however, that the initial carrier was itself in default in failing to take and offer to the terminal carrier the indemnity offered by the shipper.

CARRIERS — REGULATION OF RATES — GOOD FAITH IN RECEIVING A REBATE AS A DEFENSE TO THE SHIPPER UNDER THE ELKINS ACT. — The de-